


ORDERED.

Dated: August 18, 2016



Roberta A. Colton
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

In re:
RICHARD CHURCH
Debtor.

Case No. 8:15-bk-00295-RCT
Chapter 13

**ORDER GRANTING MOTION FOR APPROVAL OF
OF PERMANENT MORTGAGE MODIFICATION
AGREEMENT AND REQUEST FOR ATTORNEY'S FEES**
(Re: Loan #***9023)

This case came before the Court to consider Debtor's Motion for Approval of Permanent Mortgage Modification (Doc. #84) [the "Motion"]. The Motion was served upon all interested parties with the Local Rule 2002-4 negative notice legend informing the parties of their opportunity to respond within 21 days of the date of service. No party filed a response within the time permitted and the Court therefore considers the matter to be unopposed. Accordingly, it is

ORDERED:

1. The Motion is **GRANTED**.

2. The permanent Home Affordable Modification Agreement with Statebridge Company, LLC, servicer for Christiana Trust, is approved and the parties are ordered to comply with the terms of the agreement.

3. The modified payment is \$2,338.97, of which \$1,802.75 is principal and interest and \$536.22 for escrow, taxes and insurance, which will commence on August 1, 2016.

4. The “Existing unpaid principal balance” on the note is \$304,336.00 and the “New Principal Balance” on the note is \$552,416.34 and shall be amortized as set forth below:

5.

Years	Interest Rate	Interest Rate Change Date	Monthly Principal & Interest Payment	Estimated Monthly Escrow Payment*	Total Monthly Payment*	Payment Begins on
1-30	6.2500%	08/01/2016	\$1,802.75	\$536.22 May Adjust periodically	\$2,338.97 May Adjust periodically	08/01/2016

*adjusts periodically

5. The “New Principal Balance” and any other amounts still owed according to the terms of the Home Affordable Modification Agreement, including the “Deferred Principal Balance”, shall be due and payable in full by the earliest of 1) the sale or transfer of any of Debtor’s interest in the property subject to the mortgage, 2) the date Debtor pays the entire “Interest Bearing Principal Balance”, or 3) the “Maturity Date” of July 1, 2046.

6. The modification agreement should be filed in the public records of Sarasota County, Florida.

7. The payments shall be paid to the Lender directly by the Debtor as directed by Lender.

8. Undersigned counsel is awarded a presumptively reasonable attorney fee of \$300.00 for the filing and prosecution of this Motion.

Attorney Laurie Blanton is directed to serve a copy of this order on interested parties and file a proof of service within 3 days of entry of the order.